



VIVID

Fees, Charges & Refunds (RTO Accredited Courses & Qualifications) - Policy & Procedure

POLICY:

Provide a framework for the calculation and collection of course service fees for an enrolment in Vivid's Registered Training Organisation (RTO) in any accredited course on offer; and to set out financial accountability requirements with regard to the fees payable by students.

SCOPE:

This policy, and the following procedures, apply to all prospective students of the RTO, current students of the RTO and RTO staff.

GLOSSARY:

Units of Competency: identifies a discrete workplace requirement and includes the knowledge and skills that underpin competency as well as language, literacy and numeracy and occupational health and safety requirements.

training.gov.au: is the National Register on Vocational Education and Training (VET) in Australia. <https://training.gov.au> is the authoritative source of Nationally Recognised Training (NRT).

Training & Assessment Strategy: means the document or documents created by the RTO which details the RTO's plan to deliver training and assessment for a particular course, and for each cohort of students within that particular course,

Scope of Registration: is the list of training package qualifications, Units of Competency or State accredited courses which a training organisation is registered to provide

Credit Transfer: is a process that provides students with agreed and consistent credit outcomes for components of a qualification based on identified equivalence in content and learning outcomes between matched qualifications.

Recognition of Prior Learning (RPL): means recognition of prior learning, being a process of assessment of any skills and knowledge that an individual has achieved outside the formal education and training system, in order to determine the extent to which an individual has achieved the required learning outcomes, competency outcomes, or standards for entry to, and/or partial or total completion of, a qualification.

Training Plan: means the plan for the training and assessment to be delivered to an individual created by the RTO.

Approved by: Chief Executive Officer

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Approved: 15 March 2018

Next Review Date

March 2019

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PROCEDURES:

Course fees

1. Prior to enrolment, the RTO must provide a full range of Course fee information which is freely available to any person enquiring about courses currently on offer.
2. Course fee information includes:
 - 2.1 All fees payable to the RTO, clearly describing all costs involved with the course;
 - 2.2 How and when fees must be paid;
 - 2.3 How to request a refund;
 - 2.4 The conditions under which a refund would be provided; and
 - 2.5 The student's rights as a consumer, including but not limited to any statutory cooling-off period, if one applies.
3. The RTO must publicly publish all fees and charges. The RTO must detail its fees and charges including, but not limited to:
 - 3.1 Compulsory fees;
 - 3.2 Additional charges or co-contributions;
 - 3.3 Application process for exemptions and concessions;
 - 3.4 Methods of collection; and
 - 3.5 Refund information.
4. Where a student is being enrolled under any delayed payment arrangement, such as a payment plan, the terms of the arrangement will be clearly stated, including:
 - 4.1 Any debt that may be incurred;
 - 4.2 When repayment is required;
 - 4.3 Under what conditions; and
 - 4.4 Any associated fees, indexation or interest.

Statement of Fees

5. The RTO must ensure that all fees and charges related to the provision of training services are outlined to all parties prior to enrolment. This enables the prospective student to have an informed choice when considering enrolment in any course offered by the RTO.
6. The Statement of Fees, being a detailed quote for all fees to be charged for enrolment:

- 6.1 Takes into account all circumstances (including any eligibility for government funding and /or concession/waiver); and
- 6.2 Includes as a minimum the code, title and currency of the course/qualification in which the prospective student is to be enrolled, as published on training.gov.au.

Recognition of Prior Learning (RPL)

7. A prospective student can apply to undertake assessment in the form of recognition of prior learning, either through Credit Transfer or RPL assessment.
8. The RTO's fees are designed to minimise the impact of fees and charges, through flexible payment plans.
9. RPL applications, if requested and approved by the RTO, will be offered at the same cost as normal course delivery costs (full fee for service). The RTO does not have access to Government funding for RPL assessment.
10. A prospective student may apply for Credit Transfer(s) for Unit(s) of Competency completed at the RTO or another registered training organisation. One of the below forms of certified documents must be provided to the RTO:
 - 10.1 Academic transcript(s) of completed qualification(s),and/or
 - 10.2 Statement(s) of Attainment containing Unit(s) of Competency for consideration of eligibility for the grant of a Credit Transfer.
11. There will be no fee payable to the RTO, by the student, for an application for assessment of a Credit Transfer.
12. Once the document(s), referred to in Clause 10, have been received (and accepted as satisfactory) by the RTO, the Statement of Fees will be adjusted.

Course Tuition Fees

13. All fees are published and available on Vivid's website at www.wearevivid.org.au. Published fees information includes fee rates for each course, including full Fee for Service, Government subsidised and concession fee rates.

Student Support Services Fees

14. General student support services are available to the student with no additional fees payable.
15. The RTO will ensure support provided is reasonable and accessible, with clear and accurate information on these items included in the RTO's Student Handbook.
16. Students are able to attempt assessment to complete a Unit of Competency on three (3) occasions within their initial course services fee. The RTO does not levy additional fees for these attempts.

17. If a student is required to make subsequent attempt/s to achieve a competency outcome, the RTO may levy a fee of no more than \$20.00 per attempt.
18. There may be some instances of a personal cost to a student over and above the general course fees. In all cases, items purchased remain the property of the student during and on completion of the course services.
19. For each qualification, the RTO will publish on its website any additional costs that a student may incur and ensure that students are aware of these costs prior to enrolment.
20. The RTO provides the student or employer (where relevant) with receipts for any monies collected by the RTO for incidental expenses.

Government Funding, Subsidy and Support Entitlements to Eligible Individuals

21. An Eligible Individual is an individual who is eligible for training subsidised through the *Skills First* Program. *Skills First* is the Victorian State Government's program for funding individuals' entitlement to subsidised training. All enrollees in training subsidised through *Skills First* are required to make a personal contribution towards the cost of their training.
22. In order to be an Eligible Individual, a prospective student must meet the following prerequisites:
 - 22.1 Be an Australian citizen, or a holder of a permanent visa, or a New Zealand citizen; and
 - 22.2 Commence training in a qualification of a higher level than currently held; and
 - 22.3 Commence a maximum of two courses subsidised through *Skills First* in a calendar year; or
 - 22.4 Undertake a maximum of two courses subsidised through *Skills First* at any one time; or
 - 22.5 Commence a maximum of two Government subsidised courses at the same level in their lifetime.
23. A prospective student who satisfies the above eligibility requirements will be deemed an Eligible Individual by the RTO.
24. The RTO must sight the original, and obtain a copy, of all documentation demonstrating an individual's eligibility.
25. The RTO ensures each student is made aware of how undertaking training and assessment will impact their access to further government funded training. This includes ensuring that students are aware of any government funding entitlement that may reduce their ability to access such funding in the future.
26. The RTO will also provide advice on these arrangements prior to enrolment, via the Statement of Fees.

27. The total course fee for a Government subsidised course is divided into two components:
 - 27.1 The Fee (to the student/employer/employee); and
 - 27.2 The Subsidy (paid by the relevant Government body).
28. In the case of Government funding or subsidy, the Statement of Fees also includes the approximate value of the contribution from Government towards the qualification in which the prospective student is considering enrolment.

Fee Concessions and Exemptions

29. The RTO must collect, record and retain all evidence relating to fee transactions. Where a fee concession, waiver, exemption or refund is granted, the RTO will retain all supporting evidence relating to the decision for each student.
30. The RTO has a formal process in place to support the assessment of student eligibility for waiving any remaining fees and charges, after concessions have been applied. The RTO only permits a fee concession or exemption for a student where evidence supporting the eligibility of concession or exemption is obtained from the student prior to the finalisation of enrolment process.
31. Concessions
 - 31.1 The RTO will allow tuition fee waivers/exemptions. For all tuition fee waivers/exemptions the RTO must report to the Victorian Department of Education and Training (DET).
 - 31.2 The concession fee is set at 20% of the RTO's published standard tuition fee.
 - 31.3 If an Eligible Individual, who was previously eligible for a concession, becomes ineligible for the concession before completion of the enrolment, this will not affect the fees payable for the enrolment.
 - 31.4 To be eligible for concession in enrolments at the Certificate IV level and below, the Eligible Individual must be a holder, or dependent spouse or dependent child of the holder, of one of the following cards:
 - 31.4.1 Health Care Card issued by the Commonwealth, or
 - 31.4.2 Pensioner Concession Card, or
 - 31.4.3 Veterans Gold Card.
 - 31.5 Eligible Individuals who self-identify as being of Aboriginal or Torres Strait Islander descent on the enrolment form are eligible for concession for any level of certificate on the RTO's Scope of Registration.

31.6 For Eligible Individuals who are referred Job Seekers and entitled to, and charged, the concession fee rate, the referring Job Seeker agency will be invoiced directly for the portion of the tuition fee not covered by the referred Job Seeker.

32. Tuition Waivers

32.1 The RTO will not charge a tuition fee to an Eligible Individual who is:

32.1.1 from the Judy Lazarus Transition Centre, or

32.1.2 a young person on a community based order, or

32.1.3 a young person transitioning from a Care Initiative.

32.2 Eligibility for a fee exemption or concession is assessed at enrolment and cannot be adjusted after enrolment.

33. The RTO must sight the original and retain copies of all documentation demonstrating an individual's eligibility for the tuition fee waiver/exemption for audit or review purposes. Eligibility evidence is retained on each student's file.

Notifications and Guarantees

34. The RTO:

34.1 Must notify students as soon as practical after any change occurs that may affect the course services being provided. This includes changes of significant impact including a change in ownership of the RTO entity, should that occur.

34.2 Guarantees that no additional charges will be imposed during the period covered by the individual Enrolment.

34.3 Will ensure that all students are offered the option to pay fees across a pre-determined number of instalments. Where an employer pays fees, this is typically paid in one instalment.

34.4 Will ensure that students understand they have a Cooling Off Period. The student has 10 business days to change their mind and cancel the course services. During the cooling off period, the RTO does not provide any services or accept any payment. The cooling off period begins on the first business day after the Statement of Fees is signed. Termination of the course services must be received in writing to the RTO.

Fee Protection

35. The RTO must not collect more than \$1,500 in prepaid fees (fees in advance) from any students at any time for any course service. As such, no further fee protection arrangements are required and have not been implemented. The requirements that apply to prepaid fees include all fees required to be paid, including enrolment, tuition, materials/resources and any other fee component that is a mandatory payment.

Payment of Fees

36. Enrolment is not considered complete until either:
 - 36.1 RTO enrolment-based fees and charges are paid;
 - 36.2 Deferred payment arrangements have been made; or
 - 36.3 Fees and charges have been waived.
37. On enrolment, students must take up one of the following payment options:
 - 37.1 Pay the full amount of fees and charges (only applicable if the full amount is under \$1,500);
 - 37.2 Evidence is presented from an employer, or by the student on behalf of the employer, to invoice that employer for the students' fees and charges; or
 - 37.3 Pay the pre-determined deposit amount, and pay the remaining fees by instalment (Payment Plan).
38. Students who fail to take up one of the above options are not enrolled. Trainees are treated the same as other students and are legally liable to pay fees.
39. The RTO will accept payment for fees in the form of cash, cheque, credit card, EFTPOS, bank deposit and Direct Debit. All payments made in person are to be received via Reception at Vivid, 461 High Street Echuca 3564.
40. Students seeking to have fees paid to the RTO pursuant to a Payment Plan can submit an [Application for a Payment Plan](#). The application is subject to approval by, and at the sole discretion of, the RTO's CEO or Finance Manager.
41. If a student (who pays fees under a Payment Plan) fails to make the agreed monthly payment for two consecutive months the student will not be allowed to continue in the course/qualification until:
 - 41.1 the arrears of Fees are paid in full; or
 - 41.2 the student is granted in (writing) an extension of time to make the Payment Plan instalments.
42. If payment is not received in compliance with an extension under Clause 41, the following process and consequences may (at the RTO's sole discretion) apply:
 - 42.1 The student will be recorded as having withdrawn from the course/ qualification and any Unit(s) of Competency training has commenced in.
 - 42.2 Any money outstanding for Unit(s) of Competency delivered will be required to be paid in full by the student.

- 42.3 A Statement of Attainment, inclusive of the assessed Unit(s) of Competency actually covered by payments received to date, will be issued. To determine the Unit(s) of Competency considered paid for; the amount paid by the student will be calculated in accordance with the appropriate course/qualification and rate per scheduled hour and all resources used in association with the assessed Unit(s) of Competency. The Statement of Attainment will only contain Unit(s) of Competency that have been paid for. An administration fee of \$100.00 will be payable.

Recovery of Outstanding Student Fees

43. The RTO will collect all fees to be paid by the student by the time they complete their subsidised training. The RTO retains student fees that it collects.
44. The RTO has a robust process for the recovery of outstanding fees from a student.
45. For significant student debts, formal debt collection action may also be undertaken.

Assessment submission extensions

46. A student's Training Plan will stipulate the start date and end date of each Unit of Competency's assessment submission following the timeframes outlined in the Training & Assessment Strategy. The end date for each assessment submission is agreed upon by the trainer and the student at the commencement of each Unit of Competency.
47. In certain circumstances a student can request an extension to the Unit of Competency assessment submission date.
48. Assessment submission extension requests are required to be completed on a [Student Assessment Extension Request form](#). This is to be submitted no later than seven (7) days prior to the assessment submission date. If no extension is applied for and granted, the trainer may assess the Unit of Competency as Not Yet Competent. The student may be required to submit the assessment again and this will attract an additional Fee of \$50.00 per Unit of Competency.

Certificates

49. A certificate will be issued to a student upon completion of a course/qualification subject to:
- 49.1 Provision of evidence of any mandatory practical placement having been completed;
 - 49.2 Being deemed by the RTO as being competent in all Units of Competency;
 - 49.3 Confirmation by the Finance Manager that all fees owing to the RTO have been paid.
50. The cost of re-issuing a certificate will be \$50.00.

Refunds

51. From time to time a refund may be required for specific student cases. Refund information and arrangements are made available to prospective students prior to enrolment through:
 - 51.1 The RTO Student Handbook
 - 51.2 Vivid's website; and
 - 51.3 As a part of the Statement of Fees completed prior to enrolment.
52. The RTO has publicly published on its website, and makes students aware of before enrolment, the Refunds Policy.
53. Refunds will only apply to courses/qualifications cancelled by the RTO or where the student formally withdraws prior to the enrolment end date.
54. All refund applications are assessed and processed within thirty (30) days of the application being placed. The applicant will be advised in writing of the outcome of their application, including reasons for refusing a refund in cases where this occurs.
55. All students/employers have a right to appeal a refund decision made by the RTO. Refer to Vivid's Complaints Policy for further information.
56. The RTO will consider (at the RTO's discretion) a full refund of any fees paid by the student if the course/qualification is cancelled or the course/qualification commencement is postponed by more than four weeks, unless alternative arrangements can be made which are acceptable to the student.
57. If a student withdraws from a course/qualification, the RTO will refund all fees paid if the student has not commenced formal training prior to the withdrawal, but will retain an administration fee of \$100.00.
58. If a student withdraws from a course/qualification within 4 weeks from the enrolment commencement date, the RTO will retain the 30% deposit contribution for the course/qualification PLUS a portion of resource fees taking into account the Unit(s) of Competency and resources provided up to the point of withdrawal PLUS an administration fee of \$100.00. The remainder will be refunded.
59. If the student withdraws from a course/qualification more than 4 weeks from the enrolment commencement date, the RTO will determine the Unit(s) of Competency paid for in terms of issuing of a Statement of Attainment. Fees (inclusive of any resources used to date) will be calculated in accordance with the appropriate course/qualification rate per scheduled hour PLUS an Administration fee of \$100.00. The remainder will be refunded. HOWEVER, where this calculation is less than the 30% minimum deposit fee, the RTO will retain the minimum 30% deposit fee contribution for the course/qualification PLUS a portion of resource charges taking into account the Unit(s) of Competency and resources provided up to the point of withdrawal PLUS an administration fee of \$100. The remainder will be refunded.

60. Refunds will be the responsibility of the RTO which will make contact with the student to advise of the refund. All refunds require approval by the CEO.
61. In order to officially withdraw from a course/qualification and apply for a refund (if applicable) a student must:
 - 61.1 Notify the RTO in writing, of the student's desire to withdraw, as soon as practicable.
 - 61.2 Submit a completed Student Withdrawal form to the RTO within seven (7) working days of the above notification. The Student Withdrawal form will be supplied by the RTO to the student and will record each Unit of Competency training has commenced in and the date of withdrawal.

Refunds Due to Request/ Hardship application

62. Students may have extenuating circumstances that prevent them from attending scheduled course dates, or timely submission of assessments, that may include but are not limited to illness, family or personal matters, or other reasons that are out of the ordinary.
63. Where delivery has commenced, course fees have been paid and an employer or student believes a special circumstance refund is warranted, the client may apply for a refund.
64. Special circumstances may include:
 - 64.1 Serious illness resulting in extended absence from course activities;
 - 64.2 Injury or disability that prevents the student from completing their course; or
 - 64.3 Other exceptional reasons at the discretion of the RTO.
 - 64.4 In all cases, relevant documentary evidence (such as medical certificate) is required. Details of all refunds are retained for audit purposes.
 - 64.5 The decision of assessing the extenuating circumstances rests with the CEO and will be assessed on a case by case basis.

Withdrawal/Cancellation of student by the RTO

65. The RTO reserves the right to withdraw/cancel the student's enrolment if the student:
 - 65.1 Drops out without official notification – the withdrawal date will be the last recorded date of attendance.
 - 65.2 Does not return from an approved leave of absence – the withdrawal date will be the last recorded date of attendance.
 - 65.3 There has been no assessment submission by the student within a six (6) month period, commencing from the required submission date, as per the student's

Training Plan, of the Unit of Competency currently being undertaken.
Circumstances to be considered include:

65.3.1 The student has not returned attempts at contact by the RTO, including email, phone and by post.

65.3.2 The student has signed more than one (1) Assessment Submission Extension form but has not submitted the required assessment on the date agreed to and recorded on the [Student Assessment Extension Request Form](#).

66. Refunds do not apply where the RTO withdraws/cancels a student's enrolment under Clause 65.

Fees Records

67. All course services fees, relevant invoices and receipt for each student course enrolment are recorded and maintained in the RTO's financial accounting system, Attaché. This system acts as the official accounts receivable system for the RTO and is maintained as the auditable records for all fees, charges and refunds.

68. Failure to comply

Failure to comply with this policy may result in disciplinary action in accordance with the [Disciplinary Policy](#). This may include informal counselling, warnings or termination of employment.

69. Related Policies and Documents

Other policies and documents which are relevant to this Fees, Charges & Refunds (accredited courses/qualifications) (RTO) Policy include:

69.1 [Compliments and Complaints Policy](#)

69.2 [Enrolment Policy](#)

Version Control

V1.0 - 15/03/2018					
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